

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: November 16, 2005

Division: Key West International Airport

Bulk Item: Yes x No

Department: _____

Staff Contact Person: Peter Horton

AGENDA ITEM WORDING:

Renewal of Contract for Law Enforcement and Security Services at Key West International Airport

ITEM BACKGROUND:

Contract with Sheriff to provide law enforcement and security services at KWIA to comply with FAA and TSA requirements.

PREVIOUS RELEVANT BOCC ACTION:

KWIA has contracted with MCSO to provide these services since 1998. Contract scope has increased in response to federally-imposed security requirements.

CONTRACT/AGREEMENT CHANGES:

Increased billing frequency to avoid cash-flow issues with MCSO budget.

STAFF RECOMMENDATIONS:

TOTAL COST: \$1,686,880

BUDGETED: Yes _____ No _____

COST TO COUNTY:_____

SOURCE OF FUNDS: FAA and DOT grants and revenues

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty x OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Richard D. Roth, Sheriff of Monroe County

DOCUMENTATION: Included x Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Monroe County Sheriff's Contract #
 Effective Date: 04/01/05
 Expiration Date: 09/30/06

Contract Purpose/Description:
Law enforcement and security services at Key West International Airport

Contract Manager: Peter Horton (Name) (Ext.) (Department/Stop #)
 for BOCC meeting on Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: \$ 1,686,880 Current Year Portion: \$ 1,686,880
 Budgeted? Yes ☒ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
Risk Management	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>

Comments:

**CONTRACT FOR LAW ENFORCEMENT AND
SECURITY SERVICES AT KEY WEST INTERNATIONAL AIRPORT**

Monroe County Sheriff's Office and Monroe County Board of County Commissioners

THIS CONTRACT is entered into by and between the Monroe County Sheriff's Office (hereinafter referred to as "MCSO" or the "Sheriff") and the Board of County Commissioners of Monroe County (hereinafter referred to as the "County") on the _____ day of _____, 2005.

1-PURPOSE: The County has an obligation to provide law enforcement and security services for the protection of all who use Key West International Airport. The County and the Sheriff have agreed that MCSO will provide those services provide the services. This Contract states the terms of the agreement.

2-SCOPE OF SERVICES:

A-Services: The Sheriff will assign a Director of Airport Security and certified law enforcement officers and non-sworn Airport Security Technicians ("AST's") to KWIA to protect people and property and enforce the criminal law, traffic and parking regulations, and airport rules and regulations.

The Director of Airport Security will manage and supervise Sheriff's personnel at KWIA and provide the services described on attached Exhibit A.

B-Staffing levels: The Sheriff will continue to assign a total of 21 deputies and AST's to KWIA as set forth on attached Exhibit B attached. If the County requires the assignment of additional personnel, the Sheriff will post the position internally when the County provides written notification that the non-tax revenues (or other funds) to fund the position have been secured. Additional personnel will be assigned to KWIA after completing the Sheriff's hiring process.

3-APPOINTMENT AND SELECTION:

- A.** The Sheriff shall retain complete control over the appointment of his employees.
- B.** The Director of Airports shall be consulted and be an integral part of the selection of personnel assigned to KWIA, however, MCSO must retain final authority regarding personnel selection.

4-SHERIFF'S RESPONSIBILITIES FOR KWIA PERSONNEL:

A. Employees assigned to work at KWIA shall remain the Sheriff's personnel. They shall be subject to all policies, rules, regulations, and discipline of the MCSO.

B. The County will not conduct investigations into any alleged misconduct of Sheriff's personnel, but must promptly report such matters to the MCSO supervisor, MCSO Internal Affairs, or the Sheriff.

5-PAYMENT FOR SERVICES:

A. COST REIMBURSEMENT: The County shall, while this Contract is in effect reimburse the Sheriff the actual cost of each assigned employee's salary (at rates in effect as of the execution of this Contract, and including all future raises when effective), including all benefits, whether provided through the County or through MCSO, retirement contributions, social security and Medicare payments and any other sums required by the federal or state governments owed in connection with the payment of wages or benefits, salary incentive payments, professional liability and motor vehicle insurance premiums, a fully equipped patrol car, weapons, uniforms, citation and report forms and other items furnished to deputies and AST's to perform their duties. A current list of issued items is attached hereto and marked Exhibit C. The County understands that this list is not static and agrees to reimburse the Sheriff for any items that may later be issued to deputies or AST's. The County shall remain responsible for the costs of health insurance, life insurance, and worker's compensation coverage as now or in the future provided to MCSO personnel.

B. PAYMENT PROCEDURE: The County will reimburse the Sheriff for his expenditures from April 1, 2005 to September 30, 2005. From October 1, 2005 forward, the County shall pay the Sheriff:

-Two/Twelfths of the estimated annual cost of the Contract on or before October 31, 2005, and

-One/Twelfth of the estimated annual cost on or before the first day of December and the first day of each month thereafter, but not the first day of September 2006.

The "estimated annual cost" of this Contract for FY2006 (10/01/05-09/30/06) is:

Personnel	\$1,504,880
Operating	110,000
Capital	72,000
Total	\$1,686,880

C. YEAR-END RECONCILIATION:

At the end of each fiscal year, incurred costs will be reconciled with total payments made by the County. MCSO and County external auditors will determine the final balance. If incurred costs exceed total payments, the County will reimburse MCSO for the excess costs. If total payments exceed incurred costs, MCSO will reimburse the County for the excess payment.

D. COVERAGE FOR ABSENCE DUE TO TRAINING, SICK LEAVE, VACATION, RETIREMENT, RESIGNATION, DISCIPLINE, UNION BUSINESS OR OTHER AUTHORIZED LEAVE:

The County recognizes that certified law enforcement officers and AST's require continued training throughout their careers. Every deputy assigned to KWIA must receive training identical to that is required by law and MCSO policy for all Sheriff's deputies.

When a member of Sheriff's KWIA personnel is absent from KWIA due to training, sick leave, vacation, retirement, resignation, discipline, union business or other authorized leave, the Airport Director shall be informed and given the opportunity to incur the expense of overtime or special detail pay for replacement. The County shall not be liable for overtime or special detail pay without the prior authorization of the Airport Director or his superiors.

Every reasonable effort shall be made by MCSO to schedule training and vacations to minimize absence from KWIA. MCSO shall coordinate the scheduling of deputies with the Airport Director.

6-APPLICABLE LAW:

A. This memorandum of understanding shall be governed by and construed under the laws of the State of Florida. Venue for all actions hereunder shall be in Monroe County, Florida.

B. The County and MCSO agree that they will comply with all relevant federal, state and county laws and regulations and specifically agree not to discriminate against any person on the basis of race, religion, gender, ethnicity, national origin, disability, or sexual preference. They agree to comply in all respects with the provisions of the federal Fair Labor Standards Act with regard to overtime pay and conditions of work. They acknowledge that certified law enforcement deputies are members of a collective bargaining unit represented by the Fraternal Order of Police, and agree to take no action contrary to the terms of the collective bargaining agreement now or hereafter between the Sheriff and the bargaining unit.

C. The County and MCSO have and will maintain policies prohibiting sexual harassment. The County agrees to report any incident or complaint regarding sexual harassment on the part of any MCSO personnel to MCSO supervisor, MCSO Internal Affairs, or the Sheriff.

8-TERM:

The term of this Contract begins April 1, 2004. It expires September 30, 2006.

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

By: _____
Deputy Clerk

MONROE COUNTY SHERIFF'S OFFICE

By: Richard D. Roth
Richard D. Roth, Sheriff

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY